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GROUP 3600

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
George Gillespie, et al.

Serial No.: 10/036,713

Confirmation No.: 5813

Filed: December 21, 2001

For: Well Screen Cover

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Group Art Unit: 3672

Examiner: Unknown

Official
#1260/1261
E. Harris
3/27/03

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

CERTIFICATE OF MAILING 37 CFR 1.8	
I hereby certify that this correspondence is being deposited on <u>31 JUN 2002</u> with the United States	
Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231.	
<u>31 Jun 03</u> Date	<u>William B. Patterson</u> Signature

POWER OF ATTORNEY BY ASSIGNEE

Under the provisions of 37 CFR 1.31, the undersigned assignee of the entire interest in the above-identified patent application hereby appoints the following to prosecute this application:

William B. Patterson, Registration No. 34,102
B. Todd Patterson, Registration No. 37,906
Keith M. Tackett, Registration No. 32,008
Peter L. Brewer, Registration No. 41,636 and
Robb D. Edmonds, Registration No. 46,681 at
Jason C. Huang, Registration No. 46,222
MOSER, PATTERSON & SHERIDAN, L.L.P.
3040 Post Oak Blvd., Suite 1500
Houston, Texas 77056
Telephone: 713/623-4844
Facsimile: 713/623-4846

and to transact all business in the Patent and Trademark Office connected therewith
and to receive the letters patent.

The assignee hereby revokes any previous powers of attorney.

Please forward all further communications regarding this application to: William B. Patterson, Esq.

Respectfully submitted,



By: Scott H. Brown

Title: Assistant Corporate Secretary

Date Jan. 30, 2003

FORM PTO-1085 (Rev. 5-93) OMB No. 0551-0011 (Rev. 4-94)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.				
1. Name of conveying party(ies): <u>United States Filter Corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Weatherford/Lamb, Inc.</u> Internal Address: _____ Street Address: <u>515 Post Oak Blvd.</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77027</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>November 27, 2001</u>		4. Application number(s) or registration number(s): <u>10/036,713, filed December 21, 2001</u> If this document is being filed together with a new application, the execution date of the application is: _____ (Date of Filing) A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William B. Patterson</u> Internal Address: <u>MOSER, PATTERSON & SHERIDAN, L.L.P.</u> Street Address: <u>3040 Post Oak Boulevard, Suite 1500</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77056</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41) <u>\$ 40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <u>20-0782/WEAT/0303/WBP</u> 8. Deposit account number: <u>20-0782/WEAT/0303/WBP</u>		
DO NOT USE THIS SPACE				
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>William B. Patterson, Reg. No. 34,102</u> Name of Person Signing				
		<u>William B. Patterson</u> Signature		<u>30 Jan '03</u> Date
Total number of pages including cover sheet, attachments and document: <u>4</u>				

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, IP HOLDING COMPANY, a Delaware corporation having its principle place of business at 40-004 Cook Street, Palm Desert, California (hereinafter "*Assignor*"), owns all right, title and interest in and to certain "*Intellectual Property Rights*" defined as follows:

1. All rights with respect to each item listed on Attachment A to this Assignment under patent law, copyright law, industrial design law, semiconductor chip and mask work protection law, moral rights law, database protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any all similar proprietary rights, and any and all renewals, extensions and restorations thereof, now or hereafter in force and effect whether worldwide or in individual countries and regions (hereinafter the "*Intellectual Property*");

2. All licenses or other contracts relating to Assignor's use of or license in the technology, know-how, processes or the Intellectual Property, and more specifically, but without restricting the generality of this assignment, the material items listed in Attachment A to this Assignment (hereinafter the "*Intellectual Property Licenses*"); and

3. All of Assignor's existing and potential causes of action and rights to claim and collect damages and/or profits, with respect to past, present and future violations or infringements of any right or interest assigned herein.

WHEREAS, WEATHERFORD/LAMB, INC., a Delaware corporation having its principle place of business at 515 Post Oak Boulevard, Suite 600, Houston, Texas 77027 (hereinafter "*Assignee*"), is desirous of acquiring all right, title and interest in, to and under said Intellectual Property Rights pursuant to the Stock Purchase Agreement (the "*Stock Purchase Agreement*"), dated October 22, 2001, by and among Weatherford International, Inc. ("*Weatherford*"), a Delaware corporation and the indirect parent of Assignee, and United States Filter Corporation ("*USF*"), a Delaware corporation and the indirect parent of Assignor.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor by these presents hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title and interest in, to and under the Intellectual Property Rights in the United States and all other countries and places in the world.

2. Unless otherwise defined herein, all terms used in this Assignment shall be considered to have the same meaning given those terms in the Stock Purchase Agreement. This instrument, being further documentation of the sales, conveyances, assignments and transfers provided for in the Stock Purchase Agreement, does not limit the rights of Weatherford, Assignee or any affiliate thereof or the obligations of USF therein provided.

3. No representations and warranties, or indemnification agreements with respect thereto, are made in this instrument but instead are expressly disclaimed, it being understood and agreed that all of the rights of Assignee vis-a-vis the Assignor with respect to the Intellectual Property Rights are governed by the Stock Purchase Agreement.

DULY EXECUTED and delivered by the parties to this Assignment on
Nov 27, 2001.

ASSIGNOR:

UNITED STATES FILTER CORPORATION

By: [Signature]
Name: James W. Dierker
Position: Executive Vice President - Accounts

Witnesses:

[Signature]
Name:

[Signature]
Name:

ASSIGNEE:

WEATHERFORD/LAMB, INC.

By: [Signature]
Name: Burt M. Martin
Position: Vice President - Law

Witnesses:

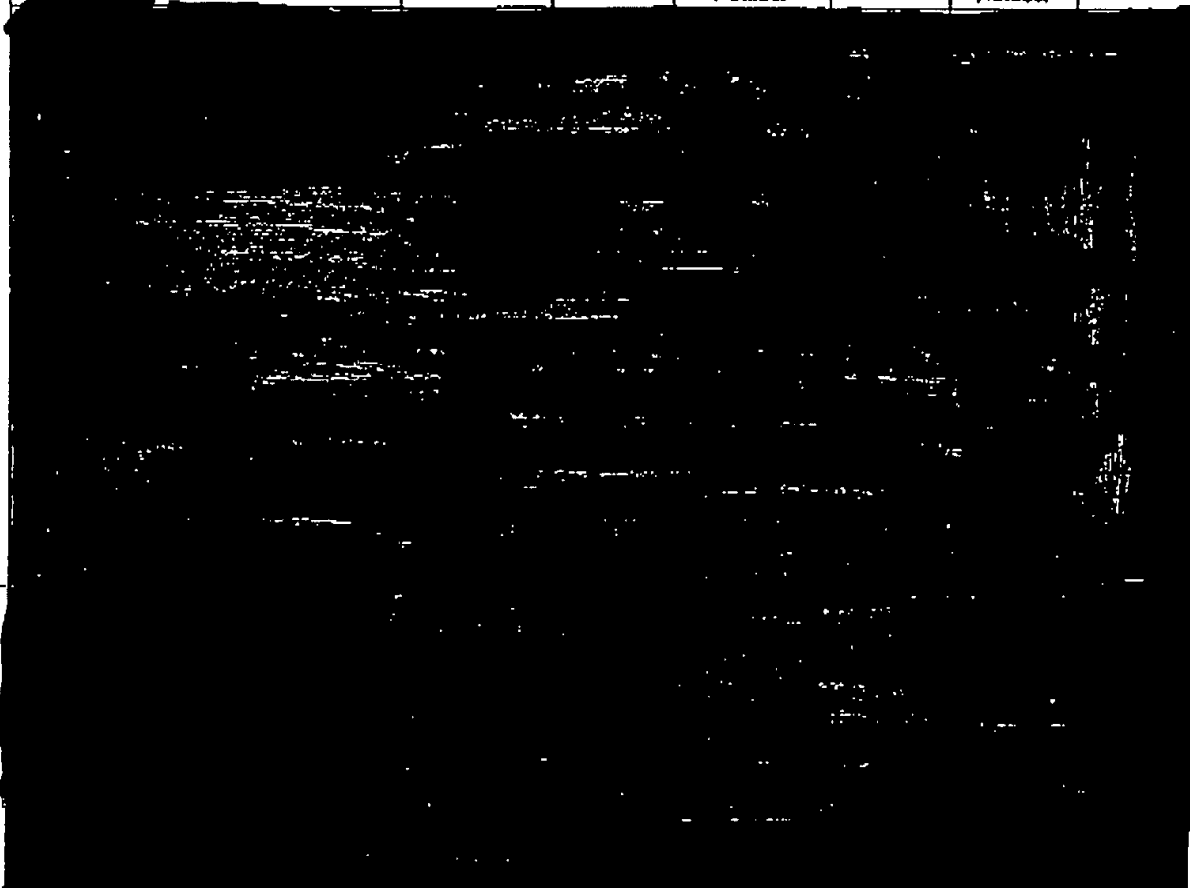

[Signature]
Name:

[Signature]
Name:

* * *

Attachment A

**Patents and Trademarks to be transferred to Weatherford/Lamb, Inc.
from United States Filter Corporation**

PATENTS							
CPI Case No.	Title	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
							
USFJOS 042	SCREEN PROTECTIVE COVER WITH INTEGRAL CHANNEL FOR FIBER OPTIC CABLE	USA	Pending	60/261850	16-Jan-01		
							

November 27, 2001

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